

58343

RESTRICTIVE COVENANTS

The undersigned, Robert G. Wenger and Collette Wenger, husband and wife, _____

_____ Claude L. Ellison and Marlene Ellison, husband and wife, and John T. Young and Jerri L. Young, husband and wife,

being the fee owners of the following described real property, East half of Section 33 in Township 50 North, Range 72 West of the 6th P.M., Campbell County, Wyoming

hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting the said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land above described, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitation of all future owners in said subdivision, or present owners consenting thereto by their signatures being affixed thereto.

1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single or dual family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars.

(a) Provided, however, that apartment houses or multiple family dwellings may be constructed in the area adjoining the 4-J road, so long as it is within 1,000 feet of said 4-J road.

(b) Provided, further, a business office, or a home-type business, such as a beauty shop, may be located in a dwelling or attached thereto, without being a violation. No commercial or industrial type business, however, shall be conducted on said premises.

(c) That any tract or lot may also have a barn or structure for the care of livestock, so long as the same is built and maintained in a manner to conform to the other construction on the tract or lot and not depreciate the use or value of the other property in the area.

2. No dwelling shall be permitted on any lot at a cost less than \$10,000. The ground, for area of the main structure

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exclusive of one story open porches and garages, shall not be less than 1,000 square feet for a one story dwelling, nor more than 800 square feet for a dwelling of more than one story.

3. No building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line.

(a) No building shall be located nearer than five feet to an interior line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot lines.

(b) For the purposes of this covenant, the steps, eaves and open porches shall not be considered as a part of a building, provided, however, that they shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum rear lot line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

5. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which or may become an annoyance or nuisance to the neighborhood.

6. Any livestock, poultry or other animals shall be kept in an area which adequately fenced will keep the same within the owners area, and the premises must be kept in a clean and sanitary condition, so as to not be offensive to adjoining owners.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary.

8. No individual sewage disposal system shall be permitted on any lot, unless such system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under the same.

a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

10. Enforcement shall be by the proceedings at law or inequity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

Dated this 2 day of February, 1972.

<u>John Young</u>	<u>Robert G. Wenger</u> Robert G. Wenger
<u>Jessie L. Young</u>	<u>Collette L. Wenger</u> Collette L. Wenger
_____	_____
_____	_____

State of Wyoming)
County of _____) ss.
_____)

I, _____, Notary Public for the State of Wyoming, do hereby certify that the instrument was acknowledged before me this _____ day of _____, 1972.



_____ hand and official seal.
Notary Public

<u>Alan E. Cook</u>	<u>Dorothy Virginia Cook</u> Dorothy Virginia Cook
<u>Robert R. Rist</u>	<u>Ivonne M. Rist</u> Ivonne M. Rist

Larry D. Jackson

STATE OF WYOMING) ss. 323
Campbell County)
Filed for record this 4th day of February
A.D., 1972 at 9:04 o'clock A.M. and re-
corded in Book 235 of Photos
on page 546 Fees \$4.75
_____ County Clerk and Ex-Officio Register of Deeds
By _____ Deputy

RECORDED

369785

Book 263 of Photos, Page 176.

AFFIDAVIT CORRECTING RESTRICTIVE COVENANTS

STATE OF WYOMING)
)ss.
County of Campbell)

Comes now Robert G. Wenger, and being first duly sworn upon his oath, and states and alleges as follows:

That on or about the 2nd day of February, 1972, the undersigned Robert G. Wenger, together with his wife, Collette L. Wenger, Claud L. Ellison and Marlene Ellison, husband and wife, and John T. Young and Jerri L. Young, husband and wife, did execute a set of restrictive covenants applicable to the lands in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33 in T50N, R72W of the 6th P.M., Campbell County, Wyoming, which lands had all been owned by the undersigned, Robert G. Wenger and his wife: that the last above described land had also been platted and the undersigned caused the plat dated February 2, 1972 to be duly filed in the office of the County Clerk of Campbell County, Wyoming, on the 4th day of February, 1972 and can be found in Book 1 of Plats at page 109, and

WHEREAS, said lands are now described as the Westridge Sub-division of Campbell County, Wyoming;

That, in making the restrictive covenants, there was a typographical error made in that the description appeared as the E $\frac{1}{2}$ of Section 33 instead of the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33 in T50N, R72W, 6th P.M., Campbell County, Wyoming; and it being a matter of record and in truth and in fact that the undersigned nor any of the other owners have any claim, right, title or interest to the E $\frac{1}{2}$ of Section 33 in T50N, R72W of the 6th P.M., Campbell County, Wyoming, and therefore these restrictive covenants were clearly intended by the parties to apply to the lands which they owned in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33, T50N, R72W, 6th P.M., Campbell County, Wyoming;

That, further, all persons signing the restrictive covenants

obtained abstracts to the respective properties in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 33, T50N, R72W of the 6th P.M., Campbell County, Wyoming, and all subsequent purchasers of property in the Westridge Subdivision or in the described property, purchased their land with knowledge and notice of the restrictive covenants, and which restrictive covenants have in each case appeared in the abstracts of title furnished to the purchasers.

That, in view of the above, the undersigned Robert G. Wencor states and alleges that the restrictive covenants heretofore filed on the 4th day of February, 1972 in Book 235 of Photos on page 546 in the office of the County Clerk of Campbell County, Wyoming, should be considered as amended and corrected, making the same applicable only to the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33, T50N, R72W, 6th P.M., Campbell County, Wyoming, also known as the Westridge Subdivision, and the said restrictive covenants should hereafter in no way constitute any type of a restriction or matter affecting the title in the E $\frac{1}{2}$ of Section 33, T50N, R72W, 6th P.M., Campbell County, Wyoming.

Further Deponent sayeth not.

IN WITNESS WHEREOF I have hereunto set my hand this 26 day of February, 1973.

Robert G. Wencor

STATE OF WYOMING)
)ss.
County of Campbell)

The afore described instrument was acknowledged by me on this 26 day of February, 1973.

Witness my hand and official seal.

James H. [Signature]
Notary Public



STATE OF WYOMING)
)ss.
Campbell County
Filed for record this 26th day of February
A. D. 1973 at 2:24 o'clock P.M. and is
recorded in Book 263 of Photos
on page 176 . Fees \$ 3.00
County Clerk and Ex-Officio Register of Deeds
By *James H. Wencor*
Deputy